

#17 Rev  
P/att  
P15  
11/26/03

Please type a plus sign (+) inside this box → ☐

PTO/SB/82 (10-00)

Approved for use through 10/31/2002. OMB 0651-0035  
U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

# REVOCATION OF POWER OF ATTORNEY OR AUTHORIZATION OF AGENT

Application Number	09/483,388
Filing Date	January 13, 2000
First Named Inventor	Chun R. Xia
Group Art Unit	3625
Examiner Name	Forest Thompson, Jr.
Attorney Docket Number	PA2399US

I hereby revoke all previous powers of attorney or authorizations of agent given in the above-identified application:

☒ A Power of Attorney or Authorization of Agent is submitted herewith.

OR

☐ Please change the correspondence address for the above-identified application to:

☐ Customer Number

OR

Place Customer Number Bar Code Label here

<input type="checkbox"/> Firm or Individual Name					
Address					
Address					
City					
Country		State		ZIP	
Telephone		Fax			

I am the:

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.  
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96)

RECEIVED

NOV 20 2003

GROUP 3600

## SIGNATURE of Applicant or Assignee of Record

Name	Anne S. Jordan
Signature	
Date	7/7/03

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below\*.

☐ \*Total of \_\_\_\_\_ forms are submitted.

Burden Hour Statement: This form is estimated to take 3 minutes to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.

Please type a plus sign (+) inside this box → ☐

PTO/SB/81 (02-01)

Approved for use through 10/31/2002. OMB 0651-0035


U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it display a valid OMB control number.

**POWER OF ATTORNEY OR  
AUTHORIZATION OF AGENT**

Application Number	09/483,388
Filing Date	January 13, 2000
First Named Inventor	Chun R. Xia
Title	System and Method for Provid...
Group Art Unit	3625
Examiner Name	Forest Thompson, Jr.
Attorney Docket Number	PA2399US

I hereby appoint:

☒ Practitioners at Customer Number  →   
OR

☐ Practitioner(s) named below:

Name	Registration Number

as my/our attorney(s) or agent(s) to prosecute the application identified above, and to transact all business in the United States Patent and Trademark Office connected therewith.

Please change the correspondence address for the above-identified application to:

☒ The above-mentioned Customer Number.

OR

☐ Practitioners at Customer Number

OR

Place Customer  
Number Bar Code  
Label here

☐ Firm or  
Individual Name

Address

Address

City

State

Zip

Country

Telephone

Fax

I am the:

☐ Applicant/Inventor.

☒ Assignee of record of the entire interest. See 37 CFR 3.71.  
Statement under 37 CFR 3.73(b) is enclosed. (Form PTO/SB/96).

RECEIVED

NOV 20 2003

GROUP 3600

**SIGNATURE of Applicant or Assignee of Record**

Name

Anne S. Jordan

Signature

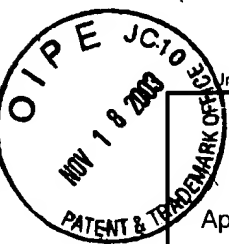
Date

7/7/03

NOTE: Signatures of all the inventors or assignees of record of the entire interest or their representative(s) are required. Submit multiple forms if more than one signature is required, see below\*.

☐ \*Total of \_\_\_\_\_ forms are submitted.

Burden Hour Statement: This form is estimated to take 3 minutes to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Washington, DC 20231.



Under the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number.

**STATEMENT UNDER 37 CFR 3.73(b)**

Applicant/Patent Owner: Chun R. Xia et al.

Application No./Patent No.: 09/483,388 Filed/Issue Date: January 13, 2000

Entitled: System and Method for Providing a Distributed Marketing Presentation

PeopleSoft, Inc., a Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or  
2. ☐ an assignee of less than the entire right, title and interest.  
The extent (by, percentage) of its ownership interest is \_\_\_\_\_%

in the patent application/patent identified above by virtue of either:

- A. ☐ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

OR

- B. ☒ A chain of title from the inventor(s); of the patent application/patent identified above, to the current assignee as shown below:

1. From: Chun R. Xia et al. To: BrightInfo.com  
The document was recorded in the United States Patent and Trademark Office at Reel 010818, Frame 0591, or for which a copy thereof is attached.

2. From: BrightInfo.com To: Annuncio Software  
The document was recorded in the United States Patent and Trademark Office at Reel 011673, Frame 0665, or for which a copy thereof is attached.

3. From: BrightInfo.com To: Annuncio Software  
The document was recorded in the United States Patent and Trademark Office at Reel 012648, Frame 0891, or for which a copy thereof is attached.

☒ Additional documents in the chain of title are listed on a supplemental sheet.

☒ Copies of assignments or other documents in the chain of title are attached.

[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

7/7/03  
Date

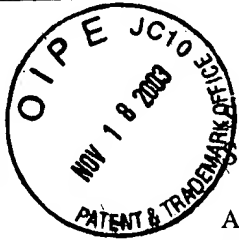
Anne S. Jordan

Typed or printed name

Signature

Senior Vice President

Title



STATEMENT UNDER 37 CFR 3.73(b):  
Supplemental Sheet to PTO/SB/96

Applicant/Patent Owner: Chun R. Xia et al.

Application No./Patent No.: 09/483,388

Filed/Issued Date: January 13, 2000

Entitled: System and Method for Providing a Distributed Marketing Presentation

PeopleSoft, Inc.

a Corporation

(Name of Assignee)

(Type of Assignee, e.g., corporation)

Chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

From: Annuncio Software, Inc. To: PeopleSoft, Inc.

For which a copy thereof is attached. Recordation is pending with the Assignments Division, United States Patent and Trademark Office

**RECEIVED**

**NOV 20 2003**

**GROUP 3600**

---

**ASSET PURCHASE AGREEMENT**

by and among

**ANNUNCIO SOFTWARE, INC.,**  
a Delaware corporation,

**CERTAIN STOCKHOLDERS OF ANNUNCIO SOFTWARE, INC.**

and

**PEOPLESOFT, INC.,**  
a Delaware corporation

---

Dated as of January 11, 2002

---

## ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is entered into as of January 11, 2002, by and among ANNUNCIO SOFTWARE, INC., a Delaware corporation (the "Seller"), the stockholders of the Seller identified as "Designated Stockholders" on the signature page hereto with respect to Sections 9 and 10 only, and PEOPLESOF, INC., a Delaware corporation (the "Purchaser"). Certain capitalized terms used in this Agreement are defined in Exhibit A.

### RECITALS

A. The Seller and the Purchaser wish to provide for the sale by the Seller to the Purchaser of the Designated Assets (as defined in Section 1.1) and certain other related transactions among the parties, all on the terms and subject to the conditions set forth in this Agreement. The Designated Stockholders of the Seller have agreed to join as parties to this Agreement solely for the purpose of becoming liable (subject to the limitations set forth herein) with the Seller for the due performance and payment of, the Seller's indemnification obligations set forth herein.

B. In order to induce the Purchaser to enter into this Agreement and to consummate the transactions contemplated by this Agreement, concurrently with the execution and delivery of this Agreement, certain stockholders of the Seller are entering into Voting Agreements and related proxies in favor of the Purchaser and the Seller (the "Voting Agreements"), by which such stockholders are agreeing to vote in favor of and otherwise approve (1) this Agreement (including the sale by the Seller of the Designated Assets to the Purchaser in accordance herewith), (2) the Charter Amendment (as defined herein), and (3) the Plan of Dissolution (as defined herein) and the dissolution and winding-up of the Seller after the Closing in accordance therewith.

C. In order to induce the Purchaser to enter into this Agreement and to consummate the transactions contemplated by this Agreement, concurrently with the execution and delivery of this Agreement, the \_\_\_\_\_ (as defined herein) are entering into \_\_\_\_\_ in favor of the Purchaser.

D. Under certain circumstances more fully set forth in this Agreement, including the failure of the Closing (as defined herein) to occur on or prior to \_\_\_\_\_ the Purchaser has agreed to provide to the Seller a \_\_\_\_\_ (as defined herein) pursuant to which the Purchaser would \_\_\_\_\_ to the Seller, which if made would be \_\_\_\_\_ of the Seller.

## AGREEMENT

The parties to this Agreement, intending to be legally bound, agree as follows:

### 1. SALE OF DESIGNATED ASSETS; RELATED TRANSACTIONS.

1.1 **Sale of Designated Assets.** At the Closing, the Seller shall cause to be sold, assigned, transferred, conveyed and delivered to the Purchaser good and valid title to the Designated Assets (as defined below), free and clear of any Encumbrances other than Permitted Liens, on the terms and subject to the conditions set forth in this Agreement. For purposes of this Agreement, the term "Designated Assets" shall mean and include all of the properties, rights, interests and other tangible and intangible assets (wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with GAAP), including any such assets acquired by the Seller during the Pre-Closing Period, that constitute or that are or were used in or needed for the conduct of the Business (as defined herein) of the Seller, *provided, however*, that the Designated Assets shall not include any Excluded Assets. Without limiting the generality of the foregoing, the Designated Assets shall include, but not be limited to, the following (to the extent not included in the Excluded Assets):

(a) Patents and Patent Applications; Trademarks: All of the patents, patent applications, trademarks, trademark applications, trade names, URLs, service marks and service mark applications of the Seller Corporations relating to the Business, including those identified on Exhibit B, and any counterparts, reissues, extensions, continuations and continuations in part related to the foregoing;

(b) Other Proprietary Assets: All Proprietary Assets, goodwill and similar or related assets of the Seller Corporations relating to the Business, including the Proprietary Assets identified in Part 2.8 of the Disclosure Schedule, and all of the

and other Proprietary Assets identified on Exhibit B;

(c) Identified Assets and Rights: All other assets and rights identified on Exhibit B;

(d) Contracts:

(e) Governmental Authorizations:

(f) Claims:

**2.6 Title to Designated Assets.** The Seller owns (and will own as of the Closing Date), and has (and will have as of the Closing Date) good and valid title to all of the Designated Assets.

**2.7 Customers.**

**2.8 Proprietary Assets.**

(a) Part 2.8(a) of the Disclosure Schedule identifies all Seller Registered Proprietary Assets included within the Designated Assets.



The parties to this Agreement have caused this Agreement to be executed and delivered as of the date first set forth above.

**THE SELLER:**

ANNUNCIO SOFTWARE, INC.,  
a Delaware corporation

By: 

Title: DIDIER MORETTI  
Tremblay CEO

**THE DESIGNATED STOCKHOLDERS (WITH RESPECT TO SECTION 9 ONLY):**

DIDIER MORETTI

MAURIZIO GIANOLA

**NORWEST VENTURE PARTNERS VI, LP**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ADVANCED TECHNOLOGY VENTURES IV, LP**  
**ADVANCED TECHNOLOGY VENTURES VI, LP**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**THE PURCHASER:**

PEOPLESOFT, INC.,  
a Delaware corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

The parties to this Agreement have caused this Agreement to be executed and delivered as of the date first set forth above.

**THE SELLER:**

ANNUNCIO SOFTWARE, INC.,  
a Delaware corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

**THE DESIGNATED STOCKHOLDERS (WITH RESPECT TO SECTION 9 ONLY):**

  
\_\_\_\_\_  
DIDIER MORETTI

\_\_\_\_\_  
MAURIZIO GIANOLA

**NORWEST VENTURE PARTNERS VI, LP**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ADVANCED TECHNOLOGY VENTURES IV, LP  
ADVANCED TECHNOLOGY VENTURES VI, LP**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**THE PURCHASER:**

PEOPLESOFT, INC.,  
a Delaware corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

The parties to this Agreement have caused this Agreement to be executed and delivered as of the date first set forth above.

**THE SELLER:**

**ANNUNCIO SOFTWARE, INC.,**  
a Delaware corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

**THE DESIGNATED STOCKHOLDERS (WITH RESPECT TO SECTION 9 ONLY):**

\_\_\_\_\_  
**DIDIER MORETTI**

  
\_\_\_\_\_  
**MAURIZIO GIANOLA FAMILY TRUST 1990**

**NORWEST VENTURE PARTNERS VI, LP**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ADVANCED TECHNOLOGY VENTURES IV, LP**  
**ADVANCED TECHNOLOGY VENTURES VI, LP**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**THE PURCHASER:**

**PEOPLESOFT, INC.,**  
a Delaware corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

[SIGNATURE PAGE TO ASSET PURCHASE AGREEMENT]

The parties to this Agreement have caused this Agreement to be executed and delivered as of the date first set forth above.

**THE SELLER:**

**ANNUNCIO SOFTWARE, INC.,**  
a Delaware corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

**THE DESIGNATED STOCKHOLDERS (WITH RESPECT TO SECTION 9 ONLY):**

\_\_\_\_\_  
**DIDIER MORETTI**

\_\_\_\_\_  
**MAURIZIO GIANOLA**

**NORWEST VENTURE PARTNERS VI, LP**

By: *Manuel [Signature]*

Title: *General Partner*

**ADVANCED TECHNOLOGY VENTURES IV, LP**  
**ADVANCED TECHNOLOGY VENTURES VI, LP**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**THE PURCHASER:**

**PEOPLESOFT, INC.,**  
a Delaware corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

The parties to this Agreement have caused this Agreement to be executed and delivered as of the date first set forth above.

**THE SELLER:**

**ANNUNCIO SOFTWARE, INC.,**  
a Delaware corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

**THE DESIGNATED STOCKHOLDERS (WITH RESPECT TO SECTION 9 ONLY):**

\_\_\_\_\_  
**DIDIER MORETTI**

\_\_\_\_\_  
**MAURIZIO GIANOLA**

**NORWEST VENTURE PARTNERS VI, LP**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ADVANCED TECHNOLOGY VENTURES IV, LP**  
**ADVANCED TECHNOLOGY VENTURES VI, LP**

By: Joshua

Title: General Partner

**THE PURCHASER:**

**PEOPLESOFT, INC.,**  
a Delaware corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

The parties to this Agreement have caused this Agreement to be executed and delivered as of the date first set forth above.

**THE SELLER:**

**ANNUNCIO SOFTWARE, INC.,**  
a Delaware corporation

By: \_\_\_\_\_

Title: \_\_\_\_\_

**THE DESIGNATED STOCKHOLDERS (WITH RESPECT TO SECTION 9 ONLY):**

\_\_\_\_\_  
**DIDIER MORETTI**

\_\_\_\_\_  
**MAURIZIO GIANOLA**

**NORWEST VENTURE PARTNERS VI, LP**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**ADVANCED TECHNOLOGY VENTURES IV, LP**  
**ADVANCED TECHNOLOGY VENTURES VI, LP**

By: \_\_\_\_\_

Title: \_\_\_\_\_

**THE PURCHASER:**

**PEOPLESFT, INC.,**  
a Delaware corporation

By: \_\_\_\_\_

Title: ITP Business Development

**Exhibit B**

**DESIGNATED ASSETS**

**1. The following patent applications:**

<u>Description</u>	<u>Date Filed</u>	<u>Reference No.</u>	<u>Jurisdictions</u>
System Method for Providing a Marketing Presentation	1/13/00	BRIGP001	US
System Method for Providing a Marketing Presentation—Provisional	1/12/00	BRIGP001+	US
System Method for Providing a Distributed Marketing Presentation	1/13/00	BRIGP002	US
System and Method for Providing a Distributed Marketing Presentation	1/8/01	ANNUP002PCT	International under Patent Cooperation Treaty; priority claimed from USSN 09/483,388 filed 1/13/00
System and Method for Providing a Marketing Presentation	1/8/01	ANNUP001PCT	International under Patent Cooperation Treaty; priority claimed from USSN 09/483,175 filed 1/13/00
System Method for Providing a Marketing Presentation—Provisional	1/8/01	ANNUP001+	International under Patent Cooperation Treaty; priority claimed from USSN 09/483,175 filed 1/13/00

## Part 2.8 – Proprietary Assets

### Part 2.8(a)

#### Trademarks:

<u>Description</u>	<u>Application Number</u>	<u>Date Filed</u>	<u>Reg. Date</u>	<u>Reg. #</u>	<u>Status</u>	<u>Jurisdiction</u>
--------------------	---------------------------	-------------------	------------------	---------------	---------------	---------------------

#### Patents:

<u>Description</u>	<u>Date Filed</u>	<u>Attorney Reference No.</u>	<u>Jurisdictions</u>
System Method for Providing a Marketing Presentation	1/13/00	BRIGP001	US
System Method for Providing a Marketing Presentation—Provisional	1/12/00	BRIGP001+	US
System Method for Providing a Distributed Marketing Presentation	1/13/00	BRIGP002	US
System and Method for Providing a Distributed Marketing Presentation	1/8/01	ANNUP002PCT	International under Patent Cooperation Treaty; priority claimed from USSN 09/483,388 filed 1/13/00
System and Method for Providing a Marketing Presentation	1/8/01	ANNUP001PCT	International under Patent Cooperation Treaty; priority claimed from USSN 09/483,175 filed 1/13/00
System Method for Providing a Marketing Presentation—Provisional	1/8/01	ANNUP001+	International under Patent Cooperation Treaty; priority claimed from USSN 09/483,175 filed 1/13/00